after a suit to foreclose the senior mortgage, to which he was not a party. *Catterlin* v. *Armstrong,* 101 Ind. 258; *Foster* v. *Johnson,* 44 Minn. 290; *Peabody* v. *Roberts,* 47 Barb. 91; *Besser* v. *Hawthorne,* 3 Ore. 129; *Turner* v. *Phelps,* 46 Tex. 251. See also *Alexander* v. *Greenwood,* 24 Cal. 506. *Contra, Rose* v. *Walk,* 149 Ill. 60, approved in *Rodman* v. *Quick,* 211 Ill. 546. 555.

PARTNERS AS TENANTS IN COMMON. — The Sewell's (plaintiffs below) claim title to certain mineral rights based on a conveyance "by John Sebastian to J. W. Sewell & Co., which was a partnership composed of John W. Sewell and Harriet Sewell—father and mother, respectively, of plaintiffs, whose rights descended in equal shares to plaintiffs, their children and heirs at law. The Kentucky Coal Co. claims through a devise by Sebastian subsequent to this conveyance." *Held,* "the deed to J. W. Sewell and Co. vested the legal title in the partners as tenants in common." *Kentucky Block Cannel Coal Co. et al.* v. *Sewell et al.* (C. C. A. 6th circ.) 249 Fed. 840.

The inadequacy of the terminology of common law tenure to describe accurately the nature of the conjoint holding by partners has frequently been mentioned (Cf. 9 COL. L. REV. 213, ff.; 29 HARV. L. REV. 163; 15 MICH. L. REV. 618, ff.) Lord HOLT, in *Heydon* v. *Heydon,* apparently considered partners as joint tenants and a vendee of either partner's interest a tenant in common with the other partners, but the rigid application of that doctrine in instances where parties were claiming through the rights of partners as such and not through their rights as tenants has caused the confusion that has been so often deplored. The use of the inaccurate terminology in the instant case will do no harm if it is plainly recognized that the court is describing the nature of the conjoint *holding* without reference to any partnership *activities* in dealing with the property. The Sewells—father and mother—received the property as tenants by entireties (being husband and wife) and dealt with it during their lives as partners. At their death their children and heirs at law received the interests of the parents and held, apparently, by the old common law title of coparceners, but as the Coal Company were claiming through a later conveyance of Sebastian and there was no question as to the partnership rights of the elder Sewells or any creditors of them as partners, the description of the elder Sewells as tenants in common may be considered as meaning nothing more than that they held conjointly under a conveyance which was prior to the one to the Coal Company and therefore they and their heirs took precedence in the chain of title. Any dispute as to the meaning of the decision would be avoided by the adoption of the terminology of our new UNIFORM PARTNERSHIP ACT. In Section 25 (1) of this Act a holding such as that of the elder Sewells is correctly termed a tenancy in partnership and for this terminology we have a good old common law precedent as early as the time of Edward III. (Cf. STATHAMS ABRIDGMENT OF THE LAW. Translated by Klingelsmith, p. 7; 15 MICH. LAW REV. 618, note 32.)

PERSONS SUBJECT TO MILITARY LAW.—Subdivision (d) of Art. 2, of the Articles of War, (Sec. 1342, R. S., as amended by Act of Congress, Aug. 29, 1916), relating to "persons subject to military law," reads: "(d). All re-